

STATE OF NEW MEXICO

New Mexico Division of Vocational Rehabilitation

REQUEST FOR PROPOSALS (RFP)



**Medical and Psychiatric / Psychological Consulting Services
for DVR**

RFP No. 2024-24614

RFP Release Date: March 15, 2024

Proposal Due Date: April 15, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish multiple awards through competitive negotiations for the procurement of medical/psychiatric, and/or psychological assessments, or consultations, according to Disability Evaluation under the federal Social Security Administration (SSA) guidelines.

B. BACKGROUND INFORMATION

The New Mexico Disability Determination Services (NMDDS) is a Unit within the NMDVR. The NMDDS's objective is to provide New Mexico residents applying for disability benefits under Title II and Title XVI of the Social Security Act an accurate and timely determination regarding his/her eligibility for Social Security disability benefits. The NMDDS wishes to satisfy its responsibilities to review Social Security Administration (SSA) Disability Claims through contracting with appropriately licensed health professionals in the State of New Mexico qualified to perform such reviews.

The SSA requires that the majority of disability decisions be reviewed and signed by both an experienced Disability Adjudicator, who are not considered to be a Medical Consultant, and by a licensed physician, psychiatrist and/or psychologist, all of whom are considered Medical Consultants (MC) for the purpose of this RFP. The contracts issued under this RFP will be for the NMDDS adjudication process. The difference between an Independent MC and an Experienced MC.

Adjudication:

Nationally, the SSA contracts with 52 individual States and territories to provide disability determination services for Title II and Title XVI eligible recipients. Title II, or Social Security Disability Insurance (SSDI), is a monthly benefit paid to eligible individuals who cannot work due to a serious physical or mental disability. The SSDI program provides disability benefits to insured individuals who become unable to work because of illness or injury which is expected to last at least 12 continuous months, or which may be expected to result in death. Title XVI, or Supplemental Security Income (SSI), is a needs-based program that provides coverage for adults and children in households whose income and resources are below a certain level. There is no requirement for prior employment. Applicants for SSI must meet the same definition of disability described above. Eligible children under age 18 are considered disabled if they are unable to function in a manner similar to children of the same age group.

In New Mexico, SSA contracts with the NMDDS through its parent agency, NMDVR, to adjudicate cases for the residents of New Mexico. SSA funds the NMDDS at 100% to include, but are not limited to, administrative overhead. Because of the 100% federal funding, SSA maintains extensive control over the day-to-day operations at the NMDDS.

Those controls include federal ownership of the majority of hardware and software; data entry and data proprietorship; required background checks; approval/disapproval over ability to replace or hire additional FTEs; training requirements for staff; performance measures for the NMDDS; and, staffing patterns. Currently, NMDDS is devoting 20-40 hours a week of contracted time conducting reviews of disability claims.

C. SCOPE OF PROCUREMENT

Eligibility Criteria to Apply

Proposals will only be accepted from New Mexico licensed Physicians, Psychiatrists and Psychologists.

Only Interested Offerors who currently have a Medical Consultant contract with NMDVR may submit a proposal in response to this RFP regardless of the expiration date for the Offeror's current contract. If a Medical Consultant who is currently under contract with NMDVR is being considered for an award under this RFP, NMDVR will terminate the current contract with the Medical Consultant and immediately enter into a new contract resulting from this RFP.

As stipulated by our Federal Partners, NMDVR is prohibited from accepting any Proposals from Medical Consultants who **do not** currently have a contract with the Agency.

Contract Period

This RFP will result in a multiple award between the two parties (awarded Offeror and DVR); the procurement may ONLY be used by those two parties exclusively. Funding under this RFP will be awarded for a four (4) year term ending four (4) years from the date of award. In no case will this contract, including all amendments thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150.

Funding Availability

Continuation of services as a result of this RFP is contingent upon the annual appropriation by the Social Security Administration (SSA) for the period of this RFP, satisfactory contract compliance as determined by DVR, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined by DVR, the contract may be terminated or amended as needed.

Funding is subject to current and future appropriations from SSA for the period of this RFP. No guarantee is made or implied by SSA, the State of New Mexico or DVR that the amount allocated to this RFP will result in a contract equal to that amount.

Compensation

The compensation rates are established by the Agency and approved by SSA and can be subject to change during the term of this Contract at the discretion of the Agency. The rate is a fixed, firm cost and is non-negotiable.

If the rate is adjusted in future years, awarded contracts may be adjusted accordingly through implementation of a Contract Amendment.

As an Experienced/Independent Medical Consultant, Contractor's will be compensated per completed medical assessment plus total time spent on non-case related services (Administrative Services). Contractor will be paid for Experienced/Independent MC services as follows:

Base rate per completed medical assessment for each State Fiscal Year included in the term of this contract:

- a. \$45 or current rate approved by SSA, per completed "Review and Sign" case;

- b. \$50 or current rate approved by SSA, per “Prepare and Sign” case;
- c. \$50 or current rate approved by SSA, per “Case Review after Consult” case.
- d. Weekly/monthly MC consult hours to meet individually with adjudicative staff as requested during a set weekly/monthly schedule, \$80 per hour

Administrative Services Rates: In addition to performing medical assessment services, the NMDDS will occasionally require New and Independent MCs to perform other non-case related Administrative Services. Such services include but are not limited to: assisting in the orientation and/or training new MCs and agency adjudicators; attending mandatory agency meetings; and attending scheduled face-to-face case consultations with adjudicative staff (“Consult Hours”). These additional services will be provided on an “as required” basis and will require the Agency’s prior approval. The Agency will pay New and Independent MCs for Administrative Services at the Base Hourly Rate of \$80 per hour, or current rate approved by SSA. These rates are subject to change during the term of the Contract.

D. PROCUREMENT MANAGER

DVR has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and Email address are listed below:

Procurement Manager Name: **Michelle Montoya, DVR Chief Procurement Officer**

Email: Michelle.montoya@dvr.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the DVR.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via Michelle.montoya@dvr.nm.gov Refer to **Section III.B.1 for instructions.**

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Administrative Services/Time” consists of time spent on non-claim related services and/or time spent at meetings and trainings as required by the Agency and/or SSA; Administrative Time is paid at the base hourly rate of \$80 per hour.

“Agency” means The New Mexico Division of Vocational Rehabilitation (DVR), New Mexico Disability Determination Services (NMDDS).

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date given.

“Case Review after Consult” claims typically required an initial MC consult and/or additional work and will be considered as a “Prepare and Sign” claim for payment purposes, which is paid at a rate of \$50 per claim.

“Close of Business” means 5:00 PM MST or MDT, whichever is in use at that time.

“Completed case/medical assessment” means a completed case/medical assessment that has all necessary forms (i.e. 416, RFC, PRTF and/or MRFC, etc.) signed by the appropriate MC/MA for closure and disposition by the NMDDS. A completed case means that all case actions have been appropriately addressed and taken for the case to be completed and disposed by the NMDDS.

“Confidential” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

“Consult Hours” means time assigned by the Agency for the Contractor to work directly with DDS adjudicative staff for a set amount of hours in a week and/or over the course of a month to answer case questions and provide recommendations on next actions to a take on a claim; Consult Hours are paid at the base hourly rate of \$80 per hour.

“Contract” means any agreement for the procurement of items of tangible personal property, services, or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Department” means The New Mexico Division of Vocational Rehabilitation. This term is used interchangeably with “Agency”.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted through Email.

“Experienced MC” means a Medical Consultant (“MC”) who has previously been trained and worked at another state DDS in the nation and/or at the NMDDS and has already shown successful performance as an MC. An Experienced MC may or may not require any amount of training. See definition of “Training Period”, below for training requirements for experienced MCs.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

“Final Award” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“FY” means Fiscal Year.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“Independent Medical Consultant or Independent MC” means a contractor who is licensed as a New Mexico physician, psychiatrist or psychologist, and who provides medical, psychiatric or psychological assessments, as appropriate, and who meets the following criteria: (1) has successfully completed MC training (whether as a new MC or an experienced MC); (2) does not need additional training; and (3) can independently perform the duties outlined in Section B, Scope of Work.

“IT” means Information Technology.

“Mandatory” – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

“Minor Irregularities” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

“Most Advantageous” means the proposals may or may not have received the most points, but **must** meet all the mandatory specifications of this Request for Proposal.

“Non-Case related services/activities” include, but are not limited to:

- a Attending, preparing and/or conducting training for new MCs and/or Adjudicators
- b Staffing/Peer consultation
- c Attending required meetings
- d Traveling as required by the Agency

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Prepare and Sign Claims” are claims that do not have all the forms required by SSA to complete a medical assessment and typically require a more in-depth review of the medical records by the Contractor. These claims tend to be more extensive, complicated and/or more time consuming and require more of the Contractor’s time; these claims are paid at a rate of \$50 per claim.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

“Review and Sign Claims” typically have all the forms required by SSA to complete a medical assessment started or completed by the adjudicator but still require a full review/assessment of all the available medical evidence on file by the Contractor; these claims are paid at a rate of \$45 per claim.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager and DVR will make every effort to adhere to the following schedule. These dates are subject to change at the discretion of DVR. Dates indicated in Events 6 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

Action	Responsible Party	Due Dates
1. Issue RFP	DVR	3/15/2024
2. Acknowledgement of Receipt Form	Potential Offerors	3/27/2024
3. Deadline to submit Written Questions	Potential Offerors	3/28/2024
4. Response to Written Questions	DVR	4/3/2024
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	4/15/2024
6. Proposal Evaluation	Evaluation Committee	4/16/2024
7. Selection of Finalists	Evaluation Committee	4/22/2024
8. Best and Final Offers	Finalist Offerors	4/22/2024
9. Oral Presentation	Not Applicable	N/A
10. Finalize Contract Agreement	DVR/Finalist Offerors	5/1/2024
11. Contract Awards	DVR/ Finalist Offerors	5/1/2024
12. Protest Deadline	DVR	15 days after awarding of contract.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The New Mexico Division of Vocational Rehabilitation (DVR) on the date as indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may Email the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager at michelle.montoya@dvr.nm.gov to have their organization placed on the

procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via Email, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through michelle.montoya@DVR.nm.gov
Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the Email, **will not be accepted.**

Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

9. Oral Presentations

<Not Applicable>

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the

protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Office
DVR Office of General Counsel
PO Drawer 5619
Santa Fe, NM 87502-5619

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed with DVR prior approval. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i., shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the New Mexico Office of the State Auditor and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit**

agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The awarded Contractor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded Contractor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (iv) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (iii) of this section.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

22. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

26. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this RFP **shall be kept confidential** and shall not be made available to any individual or organization by the Offeror without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

Offeror/Contractor agrees to take all reasonable and commercially accepted measures to ensure the security and confidentiality of such information, including but not limited to password protection of all confidential data stored and transmitted. Agency data shall be protected in flight and at rest by encryption best practices and Contractor agrees such encryption shall be used on every device where the Agency data may be stored or transmitted.

27. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (Email). Offeror must have a valid Email address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the agency shall govern.

29. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

30. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

31. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Failure to complete and return the signed form will result in Offeror's disqualification. DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal **MUST:**

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);

2. Identify the Name, Title, Telephone, and Email address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in item A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a subcontractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. The individual identified in #2 above; must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Agency. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico/Native American Resident Preferences

The New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted through DVR's Email michelle.montoya@dvr.nm.gov ONLY.

Follow all submission instructions. Complete proposal upload prior to submission deadline. The Offeror must allow adequate time for uploads to be submitted electronically.

A submission that is not both: (1) fully complete; and (2) received by DVR after the deadline, will be deemed late and not accepted. Further, a submission that is not fully complete and received by DVR after the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late and not accepted. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.**

- Do not upload **.zip files** - In accordance with the State of New Mexico's Information Technology (IT) policies and procedures, we are unable to accept .zip files.
- **DO NOT password-protect proposal documents** – The DVR email address is secure, and accessible only to the DVR CPO and Procurement Manager. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.

Proposals must be submitted in the manner outlined below. The Technical and Cost portions of Offerors proposal **must** be submitted as **separate attachments**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC Email must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for Emailing**. *EXCEPTION: Single electronic files that exceed 20mb may be submitted as multiple Emails, which must be the least number of Emails necessary to fall under the 20mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's

proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

- b) **Cost Proposals** – One (1) ELECTRONIC Email of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for Emailing.** *EXCEPTION: Single electronic files that exceed 20mb may be submitted as multiple Emails, which must be the least number of Emails necessary to fall under the 20mb limit.*

For technical support issues contact the Procurement Manager.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.**

Proposal Format and Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

- Proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.).
- Typeface must be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point.
- Response to Technical Mandatory Specifications is limited to a fifty (50) page limit.

Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal.

1. Proposal Content and Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Response to Contract Terms and Conditions (from Section II.C.15)
- E. Offeror’s Additional Terms and Conditions (from Section II.C.16)
- F. Response to Technical Mandatory Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 1. Company Experience
 2. Proposed Personnel Experience and Qualifications
 3. Understanding of Objectives and Approach to the Scope of Work
 4. Availability and Response Time
 5. Additional Experience

G. Signed Appendices

1. Appendix F – Certification Regarding Lobbying
2. Appendix G – Standard Form LLL
3. Appendix H – SSS Confidentiality Requirements
4. Appendix I – Professional Practice Questions
5. Appendix J – Notice of Availability
6. Appendix K – Drug Free Workplace
7. Appendix L – Debarment and Suspension and Other Responsibility Matters

Cost Proposal:

Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. The Contractor shall perform the following work:

A. Provide medical/psychiatric and/or psychological assessments or consultations, as applicable, according to “Disability Evaluation Under Social Security” guidelines, needed to complete a detailed assessment of an applicant's impairment(s) for purposes of a Social Security disability determination, as follows:

1. Medical assessments consist of a variety of actions as required by the SSA to assess all types of disability claims according to the standards set forth in the SSA Program Operations Manual System (POMS) and Disability Evaluation under Social Security (“listings book”). Such activities include:

- a. Assist in preparing and/or completing assessment forms based on review and analysis of adequate medical and nonmedical information SSA-4734 Physical Residual Functional Capacity Assessment (RFC);
- b. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
- c. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
- d. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form; and
- e. Assist in preparing and/or completing SSA-416 Medical Evaluation form for medical/psychiatric, psychological and/or speech/language assessments.

B. Attend training provided by NMDDS and/or its designee in the use of Document Management Architecture (DMA) and the Electronic Worksheet. DMA is the system in which the medical records and claimant forms used to assess claimant impairments are viewed electronically. The Electronic Worksheet documents the actions taken by the adjudicator and/or conversations with the claimant and/or any other representative on behalf of the claimant.

C. Conduct telephonic consultations with treating physicians, psychologists, or other acceptable medical providers to obtain additional medical/psychological or other medical evidence necessary for the NMDDS to consider as part of the medical assessment.

D. Consult with Adjudicative and other agency staff about the adequacy of medical/psychological/psychiatric and other evidence, complete assessment forms, and/or describe alternative actions.

E. Review each assigned case and assist the NMDDS adjudicator with determining whether or not a disability claim is properly documented, all significant facts are recorded,

conflicting evidence is reconciled, the credibility of evidence and allegations is assessed, and the conclusions are sound and well rationalized.

- F. Contact by telephone or letter, when necessary, sources of medical evidence of record, including consulting physicians, hospitals, or any other source that may provide medical, psychiatric, or psychological information.
- G. Work all cases assigned by the NMDDS unless a prior professional or personal conflict exists with the claimant.
- H. Attend Medical Consultant meetings/trainings as required by the NMDDS Director of Special Programs, the NMDDS Administration, or the Chief Medical Consultant of the NMDDS.
- I. Assist in the training of new Agency adjudicators regarding the medical, psychiatric, or psychological aspects of body systems according to the criteria set forth in "Disability Evaluation Under Social Security" guidelines.
- J. Consult with treating physicians and other treating professionals regarding the medical and/or functional information required by the SSA for purposes of making a disability determination.
- K. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the NMDDS.
- L. Comply with applicable methods and procedures for providing these services as outlined by SSA requirements, POMS, and as specified in NMDDS policies, procedures, and other authoritative references. These procedures will be provided to the Contractor during training after the contract has been awarded.
- M. Comply with all NMDDS Information Technology (IT) computer and/or laptop procedures and all operational and/or special Program procedures. These procedures which will be provided to the Contractor during training after the contract has been awarded
- N. Workload and Completed Medical Assessments: No amount of work is guaranteed under this Contract. The NMDDS will be the final authority in determining whether a medical assessment prepared by the Contractor satisfies programmatic requirements. A medical assessment will be deemed complete for payment purposes when the Contractor, in compliance with policies and procedures, performs consultant services and the NMDDS accepts the completed medical assessment. Medical assessments of multiple or concurrent disability claims shall be counted as one (1) medical assessment per claimant for payment purposes.

The NMDDS will determine the most effective and efficient method for assigning and distributing disability claims to the Contractor for medical assessment. The Contractor is not guaranteed any work under the terms of this Contract.

- O. Place of Services: Services may be performed at the New Mexico Disability Determination Services (NMDDS) office currently located at:

7421 Bartlett N.E.
Albuquerque, New Mexico 87109

Services may be performed remotely from home, either in New Mexico or another state, with SSA equipment issued by the NMDDS. Work may also be performed at a New Mexico SSA Field Office (SSA FO) or at another SSA FO outside of New Mexico, depending upon the availability and SSA approval of workspace at any given SSA FO. New Mexico SSA is part of the Dallas Region, which consists of the following states:

- Arkansas, Louisiana, New Mexico, Oklahoma, and Texas

- P. Performance Measures: Contractor shall substantially perform the following Performance Measures:

1. Provide a minimum of twenty (20) work hours per week, on average, as measured quarterly (Federal Fiscal Year/Quarter) during normal office hours (7:30 AM to 5:00 PM); this requirement does not include weekends, New Mexico State Personnel approved holidays, or days that the NMDDS is closed for any reason during a regularly scheduled workday. No extended leave in excess of seven (7) consecutive calendar days can be taken in the last six (6) weeks of each federal fiscal year, and only one (1) seven (7) day period of leave can be taken during this time. This requirement may be waived at the Agency's discretion based on the Agency's caseload or other extenuating circumstances (i.e. emergency leave). The federal fiscal year is from October 1 through September 30.
2. Maintain a Cumulative Substantive Accuracy Rate of 95% or better quality rating as determined by the NMDDS Quality Assurance Unit and/or the SSA Disability Quality Branch and/or the Office of Program Integrity Review.
3. Maintain an average turn-around time of three (3) workdays, including date of assignment, per case which should entail either a completed case/medical assessment or recommendation for additional development.
4. Provide consultation as needed during the work week, which is based on the schedule of availability. Relief from this standard may be granted by NMDDS management in order to address workflow issues and will be documented by NMDDS as it occurs.
5. Increased volume of contracted services may be requested by NMDDS to address seasonal surges in case receipts, in which case a temporary schedule for increased availability will be negotiated with the Contractor.

- Q. Contractor Qualifications: Contractor shall be a New Mexico licensed medical

physician, psychologist, or psychiatrist in good standing.

- R. Evaluation: NMDDS will conduct periodic monitoring to ensure compliance with the standards as established by POMS and this Contract. The results from the monitoring will be used to indicate the necessity for any corrective actions, remedial actions, or adjustments to fee rates as set forth in the Compensation Section below.
- S. Contacts: The single point of contact for professional medical consultant services under this contract is the NMDDS Chief Medical Consultant or the NMDDS Assistant Chief Medical Consultant in the absence of the Chief Medical Consultant. The point of contact for contractual and other administrative issues involving this contract is the NMDDS Director of Special Programs or NMDDS Administrator.

***** END OF SCOPE OF WORK *****

B. TECHNICAL MANDATORY SPECIFICATIONS

The Offeror shall provide a written response not to exceed the fifty (50) page limitation to each Mandatory Technical Specification listed below, and the answer must correlate to the specification criteria. Failure to do so can result in a point reduction and/or not meeting the mandatory technical specification criteria and may be deemed non-responsive and can be rejected on that basis or will result in disqualification of their proposal.

Offerors shall respond in the form of a thorough narrative to each specification, unless otherwise instructed.

Based on the Agency requirements and the documents appended to this RFP, Offerors must respond to the Technical Mandatory Specifications below.

Proposals will be scored based upon the thoroughness and clarity of their response of the engagements cited, and the perceived validity, depth, breadth, and value of the response to the requirements set forth.

1. Offeror's Company Experience

Offeror's must provide information about their firm/company that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the scope of work in this RFP to other current contracts or projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Demonstrate or indicate project team organization and working relationships. References from past clients may be provided but are not required.

2. Proposed Personnel Experience and Qualifications

Offeror's must be licensed Physicians, Psychiatrists or Psychologists. in the State of New Mexico

Offeror's shall submit a list, with resumes, of all proposed professional team members, who will be performing services under this Agreement. The list shall include an attached narrative that describes the specific relevant experience of each team member, , in relation to the role that the member will perform for this Agreement. The narrative shall include the name of each person and a thorough description of

her or his education, knowledge, areas of expertise, relevant experience/qualifications, or other professional credentials. Please include in this section of your proposal proof of licensure or certification for every individual who will be performing services under this Agreement.

3. Understanding of Objectives and Approach to the Scope of Work

Offerors must explain their firm's understanding, or familiarity, with the desired scope of work, or similar work, based on past experience. Offerors must describe the approach the firm will use to accomplish the Scope of Work. Milestone charts may be used to describe the tasks to be performed, the time frame for each task and the proposed staff member designated for the completion of each task. Whether a milestone chart is used or not, the Offeror should clearly explain his/her firm's approach to fulfilling the Scope of Work.

4. Availability and Response Time

Offerors shall describe their availability for work assignments, elaborating on the time that will be needed to provide a high level of quality for job performance, the timeliness of services and responsiveness to problems or complaints.

5. Additional Experience

Offerors shall describe any prior experience, or contracts, where they have provided medical consultant services for disability determination services made by other states and/or the Social Security Administration.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Certification Regarding Lobbying

The Offeror must complete an unaltered Certification Regarding Lobbying Form and submit a signed copy with the Offeror's proposal. (See APPENDIX F). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

4. Standard Form LLL

The Offeror must complete an unaltered Standard Form LLL Form and submit a completed copy with the Offeror's proposal. (See APPENDIX G). Failure to complete and return the unaltered form will result in Offeror's disqualification.

5. SSS Confidentiality Requirements

The Offeror must complete an unaltered SSS Confidentiality Form and submit a signed copy with the Offeror's proposal. (See APPENDIX H). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

6. Professional Practice Questions

The Offeror must complete an unaltered Professional Practice Questions Form and submit a signed copy with the Offeror's proposal. (See APPENDIX I). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

7. Notice of Availability

The Offeror must complete an unaltered Notice of Availability Form and submit a signed copy with the Offeror's proposal. (See APPENDIX J). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

8. Drug Free Workplace

The Offeror must complete an unaltered Drug Free Workplace Form and submit a signed copy with the Offeror's proposal. (See APPENDIX K). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

9. Debarment and Suspension and Other Responsibility Matters

The Offeror must complete an unaltered Debarment and Suspension and Other Responsibility Matters Form and submit a signed copy with the Offeror's proposal. (See APPENDIX L). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

10. Cost Response

Offerors must complete an unaltered Cost Response Form in APPENDIX D.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (1000 Total Points)	
B. 1. Company Experience	300
B. 2. Proposed Personnel Experience and Qualifications	300
B. 3. Understanding of Objectives and Approach to the Scope of Work	200
B.4. Availability and Response Time	150
B.5. Additional Experience	50
C. Business Specifications	
C.1. Letter of Transmittal, Appendix A	Pass / Disqualified
C.2. Campaign Contribution Form, Appendix B	Pass / Disqualified
C.3. Certification Regarding Lobbying, Appendix F	Pass / Disqualified
C.4. Standard Form LLL, Appendix G	Pass / Disqualified
C.5. SSA Confidentiality Requirements, Appendix H	Pass / Disqualified
C.6. Professional Practice Questions, Appendix I	Pass / Disqualified
C.7. Notice of Availability, Appendix J	Pass / Disqualified
C.8. Drug Free Workplace, Appendix K	Pass / Disqualified
C.9. Debarment and Suspension and Other Responsibility Matters, Appendix L	Pass / Disqualified
C.10. Cost Response, Appendix D	Pass / Disqualified
TOTAL POINTS AVAILABLE	1,000

B. EVALUATION FACTORS

B.1 Company Experience

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. Lack of a response will be a reduction of points or may result in zero (0) points.

B.2 Proposed Personnel Experience and Qualifications

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. Lack of a response will be a reduction of points or may result in zero (0) points.

B.3 Understanding of Objectives and Approach to the Scope of Work

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. Lack of a response will be a reduction of points or may result in zero (0) points.

B.4. Availability and Response Time

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. Lack of a response will be a reduction of points or may result in zero (0) points.

B.5 Additional Experience

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. Lack of a response will be a reduction of points or may result in zero (0) points.

C.1 Letter of Transmittal, Appendix A

Pass/Disqualified. No points assigned.

C.2 Campaign Contribution Disclosure Form, Appendix B

Pass/Disqualified only. No points assigned.

C.3 Certification Regarding Lobbying, Appendix F

Pass/Disqualified only. No points assigned.

C.4 Standard Form LLL, Appendix G

Pass/Disqualified only. No points assigned.

C.5 SSA Confidentiality Requirements, Appendix H

Pass/Disqualified only. No points assigned.

C.6 Professional Practice Questions, Appendix I

Pass/Disqualified only. No points assigned.

C.7 Notice of Availability, Appendix J

Pass/Disqualified only. No points assigned.

C.8 Drug Free Workplace, Appendix K

Pass/Disqualified only. No points assigned.

C.9 Debarment and Suspension and Other Responsibility Matters, Appendix L

Pass/Disqualified only. No points assigned.

C.10 Cost Response, Appendix D

Pass/Disqualified only. No points assigned.

A. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed **non-responsive** will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.6.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Medical and Psychiatric Psychological Consulting Services for DVR RFP 2024-24614

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00 pm MST/MDT on **3/27/2024 to the Procurement Manager**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX L

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Michelle Montoya, Procurement Manager

Email: Michelle.montoya@dvr.nm.gov

Subject Line: RFP # 2024-24614

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's

behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) : Current Governor of New Mexico and the Lieutenant Governor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

SAMPLE CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award.

The State of New Mexico and the Agency reserve the right to modify the contract prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

The New Mexico Division of Vocational Rehabilitation

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

<<<INSERT HERE>>>

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the

payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or the federal government for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and/or the federal government, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by

reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Debarment and Suspension.

The Agency is prohibited from contracting with entities that have been listed on the government wide exclusions in the System for Award Management (SAM) pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Contractor affirms that it is not listed on the System for Award Management. Contractor further agrees to immediately notify the Agency should it be listed on the System for Award Management at any time during the term of this Agreement. The Agency shall also monitor the System for Award Management, and this Agreement shall be terminated immediately on written notice should Contractor be listed on the System for Award Management.

23. Clean Air Act and the Federal Water Pollution Control Act.

A. If this Agreement is for services in the amount of \$150,000 or more, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

B. Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the [funding federal entity], and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Agency.

24. Prohibition of Certain Telecommunications Equipment and Services.

The Contractor certifies and warrants that no part of the Agreement uses covered telecommunications equipment or services as a substantial or essential component of the Agreement, or as critical technology as part of the Contractor's business. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

25. Whistleblower Protection

No employee of the Contractor may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a federal or state agency information that the employee reasonably believes is evidence of mismanagement of a federal contract or grant, a waste of state or federal funds, an abuse of authority relating to a federal contract or grant, a danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract or grant.

26. Certification Regarding Lobbying

A. If this Agreement is for services in the amount of \$100,000 or more, by executing this Agreement, Contractor certifies to the best of its knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Agency at the address listed in paragraph 30 (Notices).

B. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering

into this Agreement imposed under 31 U.S.C. 1352. Any person who makes an expenditure prohibited by this paragraph shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

27. Privacy Act of 1974, 5 U.S.C. 552a

If Contractor has access to records protected under the Privacy Act of 1974, 5 U.S.C. 552a in the performance of this Agreement, Contractor shall comply with the Privacy Act and implementing regulations (20 CFR Part 401). Contractor acknowledges that the willful disclosure of records subject to the protections of the Privacy Act is a misdemeanor crime which may be punishable by a fine not to exceed \$5,000.

28. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

29. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

30. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

State of New Mexico

Division of Vocational Rehabilitation

Attn: Administrative Services Unit

2935 Rodeo Park Drive East

Santa Fe, NM 87505

To the Contractor:

31. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____ Date: _____
Agency

By: _____ Date: _____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

RFP # 2024-24614

Offeror Name: _____ Completed by _____

The compensation rates are established by the Agency and approved by SSA, and can be subject to change during the term of this Contract at the discretion of the Agency. The rate is a fixed, firm cost and is non-negotiable.

If the rate is adjusted in future years, awarded contracts may be adjusted accordingly through implementation of a Contact Amendment.

As an Experienced/Independent Medical Consultant, Contractor's will be compensated per completed medical assessment plus total time spent on non-case related services (Administrative Services). Contractor will be paid for Experienced/Independent MC services as follows:

Base rate per completed medical assessment for each State Fiscal Year included in the term of the contract:

- a. \$45 or current rate approved by SSA, per completed "Review and Sign" case;
- b. \$50 or current rate approved by SSA, per "Prepare and Sign" case;
- c. \$50 or current rate approved by SSA, per "Case Review after Consult" case.
- d. Weekly/monthly MC consult hours to meet individually with adjudicative staff as requested during a set weekly/monthly schedule, \$80 per hour

Administrative Services Rates: In addition to performing medical assessment services, the NMDDS will occasionally require New and Independent MCs to perform other non-case related Administrative Services. Such services include, but are not limited to: assisting in the orientation and/or training new MCs and agency adjudicators; attending mandatory agency meetings; and attending scheduled face-to-face case consultations with adjudicative staff ("Consult Hours").

These additional services will be provided on an "as required" basis and will require the Agency's prior approval. The Agency will pay New and Independent MCs for Administrative Services at the Base Hourly Rate of \$80 per hour, or current rate approved by SSA. These rates are subject to change during the term of the Contract.

By signing the form below, the Offeror agrees to the established rates and terms provided above.

Offeror Signature _____
Authorized Name / Title _____
Date _____

APPENDIX E

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 2024-24614

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM BTIN (CRS) #	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.
____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.
____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____
(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F
CERTIFICATION REGARDING LOBBYING

RFP No. 2024-24614

The Offeror certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL (see sample below), "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which the Agency will rely in making funding decisions. If it is later determined that the applicant knowingly provided an erroneous certification or did not comply with the requirements, the Agency may seek judicial enforcement of the certification or may suspend or terminate the award.

Name of Offeror

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

APPENDIX G

Standard Form LLL

Dept of Education

Fiscal Policy Division

Funding Master Plan

Approved by OMB

0348-0046 Revised

4/08

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid /offer/ application b. initial award c. post-award	3. Report Type: a. initial filing -- b. material change For material change only: Year _____ quarter Date of last report ____
4. Name and Address of Reporting Entity: Prime Sub-awardee Tier _____, if Known: ____ Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

APPENDIX H
SSA CONFIDENTIALITY REQUIREMENTS

STATE OF NEW MEXICO
DIVISION OF VOCATIONAL REHABILITATION

The Offeror hereby agrees that if awarded a contract under RFP 2024-24614 to adhere to all SSA confidentiality requirements, as presented below:

SSA is concerned with protection of all Personally Identifiable Information (PII), and follows the definition provided by the Office of Management and Budget in OMB Memorandum M-06-19: *“Personally Identifiable Information means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.”*

Other examples of PII may include: Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information.

- A. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract.
- B. Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.

Required: All areas below must be completed with a signature, date and title.

Signature of Offeror

Date

Title

APPENDIX I

PROFESSIONAL PRACTICE QUESTIONS

Please answer all of the following Yes or No questions. If you answer “Yes” to any question, please give details including name, address, and telephone number of contact person(s) with any information on a separate sheet of paper. All Questions must be completed or marked “not applicable” (N/A).

1. Have you ever been denied membership or renewal thereof, or been subject to disciplinary action in any professional organization? If yes, provide details.
2. Have you ever been arrested? If so explain the circumstance, regardless of the outcome (i.e. expunged, dismissed, sealed, and vacated).
3. Have you ever been named as a defendant in any criminal proceedings? If yes, provide details.
4. Have you ever been subject to investigation by a governmental entity or Licensing Board that either could have resulted or did result in licensure sanction or other adverse actions, irrespective of the outcome? If yes, provide details.
5. Have you ever been named in any formal requests for corrective actions filed by any healthcare entity where you have had an appointment (a request that could result in either formal or informal proceedings)? If yes, provide details.
6. Has your application for licensure or license to practice in any jurisdiction ever been

investigated, voluntarily or involuntarily limited, suspended, revoked, surrendered or denied?

7. Are any currently held licenses pending investigation or being challenged? If yes, provide details.
8. Have you ever been notified to appear before any licensing agency for a hearing or complaint of any nature? If yes, providedetails.
9. Has your federal or state narcotics registration certificate in any jurisdiction ever been voluntarily or involuntarily limited (stipulations), suspended, revoked, restricted, or are there currently challenges to any of these items? If yes, provide details.
10. Have you ever resigned from a healthcare entity to avoid modification, suspension, or termination of privileges, or while under investigation? If yes, give details.

SIGNATURE: _____

DATE: _____

APPENDIX J

NOTICE OF AVAILABILITY

All areas of this form must be completed or marked “not applicable” (N/A) along with a signature and date.

Please indicate your hours of availability *

(Please indicate A.M. or P.M.)

Day of Week From _____ To _____

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Total Hours per Week _____

Total Hours per Month _____

***NOTE:** The hours of availability simply identify the hours the Contractor is generally available to perform the Scope of Work defined in the contract and need not equal the total hours available per week.

Signature of Offeror

Date

APPENDIX K
DRUG FREE WORKPLACE

By signing this Attachment, the Offeror certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about—
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Offeror's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs, and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee engaged in the performance of this Agreement be given a copy of the statement required by Paragraph (A);
- D. Notifying the employee in the statement required by Paragraph (A) that, as a condition of employment for performance under this Agreement, the employee will—
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after each conviction;
- E. Notifying the Agency within ten (10) calendar days after receiving notice under Subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1. Imposing appropriate personnel action against such an employee, or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; **and**

- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (A), (B), (C), (D), (E) and (F).
- H. For the purpose of this provision:
1. "Controlled substance" means a controlled substance in schedules 1 through V of section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 -1308.15.
 2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
 4. "Drug-free workplace" means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 5. "Employee" means an employee of an Offeror directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.
 6. "Individual" means an Offeror that has no more than one employee including the Offeror.

All areas of this form must be signed and dated below with a signature and date.

Offeror Signature

Date

Offeror Printed Name

Date

APPENDIX L

Debarment and Suspension and other Responsibility Matters

- A. Offeror certifies by signing this Attachment, that Offeror and Offeror's Principals, if applicable, to the best of Offeror's knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Offeror certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.
- B. For the purpose of the certification in paragraph A of this provision, "Principals" means officers, directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- C. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph A of this provision. The knowledge and information of the Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- D. Offeror's certification in paragraph A of this provision is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Offeror shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Offeror learns that Offeror's certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Offeror's certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.
- E. Offeror shall require each proposed first-tier sub-Offeror whose subcontract will equal or exceed \$25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-Offeror, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency.

Offeror shall make such disclosures available to the Agency. If the sub-Offeror, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Offeror.

All areas of this form must be completed, signed and dated by the Offeror. Any Section this is “not applicable” must be addressed with “N/A”.

DUNS & Bradstreet Number (9 digits) _____

Offeror Signature

Date

Offer Printed Name

Date